

EDD NEVINS

MARCH 25 (legislative day, MARCH 5), 1942.—Ordered to be printed

Mr. CAPPER, from the Committee on Claims, submitted the following

REPORT

[To accompany H. R. 639]

The Committee on Claims, to whom was referred the bill (H. R. 639) for the relief of Edd Nevins, having considered the same, report favorably thereon with the recommendation that the bill do pass without amendment.

The facts are fully set forth in House Report No. 71, Seventy-seventh Congress, first session, which is appended hereto and made a part of this report.

[H. Rept. No. 71, 77th Cong., 1st sess.]

The Committee on Claims, to whom was referred the bill (H. R. 639) for the relief of Edd Nevins, having considered the same, report favorably thereon with amendments and recommend that the bill as amended do pass.

The amendments are as follows:

Line 8, strike out the wording "in January 1936" and insert in lieu thereof "on October 19, 1935".

Lines 10 and 11, strike out the wording "Works Progress Administration" and insert in lieu thereof "Forest Service, Department of Agriculture".

At the end of the bill add: "Provided, That no part of the amount appropriated in this Act in excess of 10 per centum thereof shall be paid or delivered to or received by any agent or attorney on account of services rendered in connection with this claim, and the same shall be unlawful, any contract to the contrary notwithstanding. Any person violating the provisions of this Act shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not exceeding \$1,000."

An identical bill passed the House late in the Seventy-sixth Congress but was not reached for consideration in the Senate before adjournment.

The facts are fully set forth in House Report No. 1565, Seventy-sixth Congress, third session, which is appended hereto and made a part of this report.

[H. Rept. No. 1565, 76th Cong., 3d sess.]

The purpose of the proposed legislation is to authorize the payment of the total sum of \$248.75 to Mr. Edd Nevins, Portland, Oreg., in full settlement of all claims against the United States for the destruction of personal property in two

different fires while he was an employee of the Forest Service, Department of Agriculture.

STATEMENT OF FACTS

On October 19, 1935, while Mr. Nevins was employed by the Forest Service as cook assigned to a field camp known as Camp Windy on the Mount Hood Forest, he discovered that the cook's sleeping tent was on fire. At the time, Mr. Nevins was working in the cook and mess tent located nearby. He immediately attempted to extinguish the fire, but being alone in camp and unassisted, was unable to control it, due to a brisk wind. The fire occurred between the hours of 11 and 11:30 a. m., and when the camp crew returned at noon the cook's sleeping tent and its contents were a total loss.

It was determined by the local forest officials that the fire was probably occasioned by the stove or flue becoming overheated. There was no carelessness or negligence established on the part of Mr. Nevins or any other person attached to the camp, and the fire was determined unavoidable.

As a result of this fire Mr. Nevins sustained a loss of personal property evaluated by him at \$190. The items making up this amount appear to be reasonable.

On February 14, 1936, the claimant was similarly employed as cook at Camp White River in the Mount Hood Forest. Between the hours of 3:30 and 4 p. m., he was in the cook-mess tent when he heard a noise outside. Upon investigation he found that the cook's sleeping tent, which was also used as storage tent for surplus camp gear, was afire. He summoned Messrs. Roy Mathews and John C. Arnold, the only other men in camp, and Mr. Nevins devoted his efforts to saving the other tents comprising the camp and Government supplies, the fire in the cook's tent having gained such headway as to make it impossible to save that tent.

As in the case of the other fire, an investigation by local forest officials determined that same was not due to carelessness or negligence on the part of Mr. Nevins or any other person in the camp, but probably resulted from sparks from the stove in the cook mess tent being carried by a strong wind to the sleeping tent.

In this fire, Mr. Nevins lost personal property valued at \$58.75, which amount also seems to be made up of reasonable items.

The Department of Agriculture reports the facts to be as they have been stated herein, but concludes that—

"in view of the apparent absence of official negligence or of negligence of a camp employee (other than claimant) acting within his official capacity, it is the opinion of this Department that no obligation attaches to the Government by reason of Mr. Nevins' loss."

This view is contrary to the view taken by other Government departments in similar cases and also contrary to the view taken by your committee when the facts establish that the claimant is not involved in any carelessness or negligence, and that he has suffered loss through his assignment to such Government duty. As a matter of fact, in some instances similar relief bills are introduced at the instigation of the Government departments involved.

Your committee, therefore, recommend favorable consideration of this bill, and append hereto the report of the Department of Agriculture together with other pertinent evidence.

DEPARTMENT OF AGRICULTURE,
Washington, May 12, 1939.

Hon. AMBROSE J. KENNEDY,
Chairman, Committee on Claims, House of Representatives.

DEAR MR. KENNEDY: Reference is made to your letter of March 10 and Department acknowledgment of April 11, concerning H. R. 4756, for the relief of Edd Nevins of Portland, Ore., on account of damages sustained through loss of personal property in fires occurring at Camps Windy and White River, Mount Hood National Forest, Ore.

The facts and circumstances in this case are briefly as follows: During October 1935 Mr. Edd Nevins was employed by the Forest Service as cook assigned to a field camp known as Camp Windy on the Mount Hood Forest. On October 19, 1935, between the hours of 11 and 11:30 a. m., Mr. Nevins, who was working in the cook and mess tent, stepped outside and discovered that the cook's sleeping tent, located nearby, was on fire. Mr. Nevins immediately attempted to extinguish the fire but, being alone in camp and unassisted, was unable to control the fire, which was aggravated by a brisk wind. Upon return of the camp crew at noon, the cook's sleeping tent and its contents were a total loss. Local forest

officials, as a result of an investigation of the fire, concluded that it was probably occasioned by the stove or flue becoming overheated. Carelessness or negligence on the part of Mr. Nevins or any other person attached to the camp is not established. The consensus of opinion of those having knowledge of the facts is that the fire was unavoidable. Mr. Nevins, as a result of this fire, sustained loss of personal property evaluated by him at \$190.

On February 14, 1936, Mr. Nevins was similarly employed as cook at Camp White River on the Mount Hood Forest. Between the hours of 3:30 and 4 p. m., Mr. Nevins, who was in the cook-mess tent, heard a noise outside and upon investigating found that the cook's sleeping tent, which was also used as storage tent for surplus camp gear, was afire. Summoning Messrs. Roy Mathews and John C. Arnold, the only other men in camp, to his assistance, Mr. Nevins devoted his efforts to saving the other tents comprising the camp and Government supplies, the fire in the cook's tent having gained such headway as to make impossible the saving of this tent. An investigation by local forest officials determined that this fire probably resulted from sparks from the stove in the cook-mess tent being carried by a strong wind to the sleeping tent. Mr. Nevins claims to have lost personal property to the value of \$58.75. In this fire, as in the other, carelessness or negligence on the part of Mr. Nevins or any other person in the camp is not established. The fire was classified as unavoidable by camp members and local forest officers.

A detailed statement of losses in each fire, prepared by Mr. Nevins, is forwarded herewith. While local forest officials investigating the fires were unacquainted with the extent of Mr. Nevins' personal property loss, the list has been examined by various individuals who were familiar with same, and verified as being substantially correct. The valuations shown are similarly verified as being reasonable and conservative.

Although there is striking similarity between the two fires, a thorough investigation on the part of local forest officers fails to establish negligence or carelessness either on the part of Mr. Nevins, whose duties in each instance included tending the fires in the sleeping and mess tents, or other members of the work crew. In view of the apparent absence of official negligence or of negligence of a camp employee (other than claimant) acting within his official capacity, it is the opinion of this Department that no obligation attaches to the Government by reason of Mr. Nevins' loss; and, consequently, it is recommended that the proposed legislation be reported upon adversely by your committee. It would be unsound in principle to reimburse employees for the loss of personal property voluntarily brought by them to camp for their own use and convenience, unless the Government was in some definite manner responsible for the loss. Such losses are regarded as a hazard of employment for assumption by the employee.

Attention is invited to the following corrections deemed necessary in the text of H. R. 4756 in order that it may conform with the facts: (1) Date of the fire at Camp Windy, shown on line 8 as "in January 1936," should be changed to read "on October 19, 1935"; and (2) the words "Forest Service, Department of Agriculture" should be substituted for "Works Progress Administration" in lines 10 and 11.

Sincerely,

HARRY L. BROWN,
Acting Secretary.

Statement accompanying letter of Edd Nevins to forest supervisor, dated Apr. 12, 1939

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CAMP WINDY FIRE

Quantity	Article	Purchase data		Age and condition at time of loss		Vendor's name and address		Value at time of loss	Remarks
		Date purchased	Cost	Age	Condition	Vendor	Address		
1-----	Leather (cowhide) hand-bag.	July 1, 1935	\$12-----	6 months--	Good---	Meier & Frank Co---	Portland, Oreg--	\$12.00	Used only twice.
1-----	Leather suitcase-----	Sept. 1, 1935	\$5-----	4 months--	do-----	do-----	do-----	5.00	Used only several times. Used only on Sundays and special occasions.
1-----	3-piece woolen suit of clothes.	July 1, 1935	\$50-----	6 months--	do-----	Eastern Outfit Co---	do-----	33.50	
1-----	Woolen overcoat-----	do-----	\$55-----	do-----	do-----	do-----	do-----	36.50	
1 pair--	16-inch leather boots-----	Jan. 1, 1935	\$9-----	1 year-----	do-----	Reliable Shoe Store--	do-----	8.00	Used only for fishing trips.
Do---	Leather dress shoes-----	do-----	\$6.50-----	do-----	do-----	do-----	do-----	5.00	Used only for Sundays and special occasions.
1-----	Woolen sweater-----	July 1, 1935	\$6-----	6 months--	do-----	N. Y. Outfitting Co---	do-----	6.00	Used only several times.
1-----	Stetson felt hat-----	Aug. 1, 1935	\$6-----	5 months--	do-----	do-----	do-----	3.50	Used Sundays and holidays.
1-----	Woolen cap-----	do-----	\$2-----	do-----	do-----	do-----	do-----	1.50	Used only for fishing and camp trips.
2-----	Woolen shirts-----	Jan. 1, 1935	\$11 (\$5.50 each)-----	1 year-----	do-----	Nudelman Bros-----	do-----	6.00	Do.
1-----	Elgin watch, 21-jewel, 30-year gold-filled case.	Jan. 1, 1916	\$52.50-----	20 years--	do-----	Rosenthal Jewelry Co.	St. Joseph, Mo--	44.60	
1-----	Heavy gold-filled watch chain.	do-----	\$12.50-----	do-----	do-----	do-----	do-----	10.40	
4 pair--	White cook's trousers-----	June 1, 1935	\$5 (\$1.25 each)-----	7 months--	do-----	do-----	Portland, Oreg--	4.00	Each pair used about 3 months.
6-----	White cook's caps-----	do-----	\$3 (50 cents each)-----	do-----	do-----	do-----	do-----	2.00	
6-----	White cook's aprons-----	July 1, 1935	do-----	6 months--	do-----	Meier & Frank Co---	do-----	2.00	
6-----	White cook's shirts-----	do-----	\$7.50 (\$1.25 each)-----	do-----	do-----	do-----	do-----	4.00	
4-----	Lightweight union suits-----	Jan. 1, 1935	\$5.40 (\$1.35 each)-----	1 year-----	Fair---	do-----	do-----	5.00	
pair--	Cotton socks-----	July 1, 1935	\$1.50 (25 cents pair)-----	6 months--	do-----	Miller Bros-----	do-----	1.00	
Total estimated value at time of loss-----								190.00	

EDD NEVINS

WHITE RIVER FIRE

Quantity	Article	Purchase data		Age and condition at time of loss		Vendor's name and address		Value at time of loss	Remarks
		Date purchased	Cost	Age	Condition	Vendor	Address		
1	Suit of clothes	Jan. 15, 1936	\$20	1 month	Good	Eastern Outfitting Co.	Portland, Oreg.	\$15.00	Worn only 2 or 3 times.
1	Overcoat	do	\$15	do	do	do	do	12.00	Do.
1	Hat	do	\$3	do	do	do	do	2.75	Do.
1	Cap	do	\$1.50	do	do	do	do	1.25	Do.
1	Leather suitcase	do	\$7.50	do	do	do	do	6.00	Used only twice.
1 pair	Shoes	do	\$3.50	do	do	do	do	3.00	Worn only 2 or 3 times.
1	Wool shirt	do	\$3.50	do	do	do	do	3.00	Do.
4	White cooks' caps	do	\$1.40 (35 cents each)	do	do	do	do	1.00	
4	White cooks' shirts	do	\$5 (\$1.25 each)	do	do	do	do	2.00	
4 pair	White cooks' pants	do	do	do	do	do	do	4.00	
6	White cooks' aprons	do	\$1.50 (25 cents each)	do	do	do	do	1.25	
1 pair	Kid gloves	do	\$1.50	do	do	do	do	1.00	Do.
2	French knives, 14-inch	do	\$6 (\$3 each)	do	do	Honeyman Hardware Co.	do	4.00	Used about 1 month.
1	Boning knife, 6-inch	do	\$1.50	do	do	do	do	1.00	Do.
1	Spatula, 10 by 3 inches	do	\$1	do	do	do	do	.75	Do.
1	Meat fork	do	\$1	do	do	do	do	.75	Do.
Total estimated value at time of loss								58.75	

EDD NEVINS

AFFIDAVIT

STATE OF OREGON,

County of Multnomah, ss:

I, Edd Nevins, of Portland, Multnomah County, Oreg., being first duly sworn on my oath, depose and say:

That during the month of January 1936, and upon a Sunday, between 10 a. m. and 12 noon, and while I was employed in the Works Progress Administration and working under the United States Forest Service at Camp Windy, Wasco County, Oreg., and when there were no other members of the camp present in said camp, they having all gone to town for the week end, fire arising from sparks from the kitchen range set fire to the tent occupied by me and destroyed the following property belonging to me, the depreciated value of which at the time of the fire is set next to each item, to wit:

1 handbag-----	\$12	1 gold watch-----	\$65
1 suitcase-----	5	4 pairs cook pants-----	4
1 overcoat-----	35	6 cook caps-----	2
1 pair 16-inch boots-----	6	8 cook shirts-----	4
1 pair dress shoes-----	5	4 suits underwear-----	5
1 wool sweater-----	6		
1 hat and 1 cap-----	5	Total-----	195
2 wool shirts-----	6		

That at the time of the fire at Camp Windy above mentioned, I was working in the kitchen where there was no window looking toward my tent and did not know of the fire until I left the kitchen, at which time my tent was entirely consumed. The wind was from the wrong direction to bring the smoke from the tent fire toward the kitchen. There were no witnesses to this fire as all members of the camp were absent as aforesaid.

That during the month of February 1936, and on or about the 14th day thereof, and while I was similarly employed by the Works Progress Administration and working under the United States Forest Service at its camp on White River, Wasco County, Oreg., and upon a Sunday when but two other members of the camp were at said camp, John C. Arnold and another member whose name I do not know, the following property belonging to me was completely destroyed by fire arising from sparks from the cook stove at said camp, when my tent, in which the same were, was totally destroyed by fire, the depreciated value of which at the time of the fire is set next to each item, to wit:

1 suit of clothes-----	\$15. 00	4 pairs of pants-----	\$4. 00
1 overcoat-----	12. 00	1 pair gloves-----	1. 00
1 suitcase-----	6. 00	2 French knives-----	4. 00
1 pair shoes-----	3. 00	1 spatula-----	. 75
1 wool shirt-----	3. 00		
4 cook caps-----	1. 00	Total-----	53. 75
4 cook shirts-----	4. 00		

That at the time of the last-mentioned fire I was in the mess hall at said camp checking over a list of provisions to be ordered. That I was first aware that something was amiss when I heard a crash, which was the center pole of the tent falling against the mess hall. I ran out to find the tent ablaze. I sounded the fire gong and John C. Arnold and another employee whose name and whereabouts are unknown to me responded. They were the only ones in camp this day. We fought the fire as well as we could, using snow as the water in the fire-water barrels was all frozen. Nothing was saved.

Further deponent saith not.

EDD NEVINS.

Subscribed and sworn to before me this 24th day of April 1939.

[SEAL]

MARGARET CLAGGETT,
Notary Public for Oregon.

My commission expires August 13, 1940.

AFFIDAVIT OF B. W. ILLIGE

STATE OF OREGON:

County of Multnomah, ss:

I, B. W. Illige, of Milwaukie, County of Clackamas, and State of Oregon, being first duly sworn on my oath, depose and say:

That I was road foreman and in charge of Camp Windy, Wasco County, Oreg., a Forest Service-Works Progress Administration camp; that I was not present

at the time of the fire which destroyed Edd Nevin's tent and personal belongings; but that I saw and investigated the same the day after the fire; that the tent and belongings were a total loss and Edd Nevins lost all of his personal belongings in such fire. This said fire occurred about October 19, 1935.

Dated at Portland, Oreg., this 28th day of April 1939.

B. W. ILLIGE.

[SEAL]

G. L. CONROY,
Notary Public for Oregon.

My commission expires February 6, 1942.

AFFIDAVIT OF JOHN C. ARNOLD

STATE OF OREGON:

County of Wasco, ss:

I, John C. Arnold, of Portland, County of Multnomah, and State of Oregon, being first duly sworn on my oath, depose and say:

That I was present at the White River camp of the Forest Service Works Progress Administration, when, on or about February 14, 1936, fire entirely consumed the tent and personal belongings of Edd Nevins. That I responded to the fire gong rung by Nevins and together with Nevins and another employee attempted to fight the fire. That the water in the fire-water barrels was frozen, and we could only use snow. That Nevins' tent and belongings were totally destroyed by the fire. That I, Nevins, and said other employee were the only ones in camp at the time.

Dated at Dufur, Oreg., this 1st day of May 1939.

JOHN C. ARNOLD.

[SEAL]

G. D. BRODIE,
Notary Public for Oregon.

My commission expires July 1, 1939.

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